



Texas Blaster Terms & Conditions

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Privacy Policy: Our privacy policy, which sets out how we will use your information, can be found at www.texasblaster.com/privacy-policy/. By using this Website, the Buyer consents to the processing described therein and warrant that all data provided by you is accurate.

Cookies: Full disclosure on the use of cookies on this Website can be found under the [Privacy Policy](#). By accessing this Website, the Buyer consents to collection of cookies.

Cookies are a simple file used to transmit data from a web server to a web browser. Information collected is not used as a personal identifier. Cookies help ensure a better customer experience on our Website, act as a security measure for account users, and allow the Website to generate reports showing our website's most popular pages. The use of this information is not available for purchase or sale. Our Website reports are generated through the use of Google Analytics. For more information on Google Analytics, please refer to their privacy policy: <https://www.google.com/policies/privacy/>.

Prohibitions: The Buyer must not misuse this Website. The Buyer will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and www.texasblaster.com will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

Texas Blaster will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

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Terms of Sale: By placing an order the Buyer is offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible. In order to contract with www.texasblaster.com the Buyer must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. Our store (www.texasblaster.com) retains the right to refuse any request made by the Buyer. If the Buyer's order is accepted we will inform the Buyer by email and we will confirm the identity of the party which you have contracted with. This will usually be www.texasblaster.com or may in some cases be a third party. Where a contract is made with a third party www.texasblaster.com is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you, the Buyer. When placing an order, the Buyer undertakes that all details provided to us are true and accurate, that the Buyer is an authorized user of the credit or debit card, and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

Our Contract: When the Buyer places an order, the Buyer will receive an acknowledgment e-mail confirming receipt of the order: this email will only be an acknowledgment and will not constitute acceptance of the Buyer's order. A contract between us will not be formed until we send the Buyer confirmation by e-mail that the goods ordered have been dispatched. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

Pricing and Availability: While we try and ensure all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods ordered, we will inform the Buyer of this as soon as possible with the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact the Buyer, we will treat the order as cancelled. If the Buyer cancels and has already paid for the goods, the Buyer will receive a full refund.

Delivery costs: All delivery costs will be charged in addition to goods purchased. Such additional charges are clearly displayed where applicable and are included in the 'Total Cost'.

Payment: Upon receiving the Buyer's order we carry out a standard authorization check through a third party on the Buyer's payment card to ensure that the card's shipping and billing address match that of which is on record with the credit card's bank information and to ensure there are sufficient funds to fulfill the transaction. The Buyer's card will be debited upon authorization being received. The monies received upon the debiting of the Buyer's card shall be treated as a deposit against the value of the goods the Buyer wishes to purchase. Once the goods have been dispatched and the Buyer has been sent a confirmation email, the monies paid as a deposit shall be used as consideration for the value of goods purchased as listed in the confirmation email.

Refunds and Returns: No returns are accepted on used equipment. Texas Blaster accepts the only the return of products in new, unused condition and in their original, unopened box. Buyers must request in writing a Return Authorization prior to its return to www.texasblaster.com and is responsible for return shipment. All returned products are subjugated to an inspection ensuring new, unused

conditions have been met. Products meeting these specifications are then, and only then, eligible for a refund less all original shipping costs. If the product is deemed unacceptable and/or does not meet the return requirements as stated by www.texasblaster.com, it is the responsibility of the Buyer to pay for return shipment back to the Buyer.

Product Delivery: Delivery are made from the Texas Blaster warehouse, and therefore in all cases, Buyer assumes risk of loss or of damage to goods in transit. Any delivery dates shown are made in good faith and are approximate only. Texas Blaster shall have no liability for any delays in delivery. The method of shipment and carrier shall be selected by www.texasblaster.com and can change without notification to the Buyer.

Acceptance of Goods: Buyer shall inspect the goods delivered hereunder immediately upon their arrival and shall within five (5) days of their arrival give written notice to www.texasblaster.com of any claim that the goods do not conform with the terms of the Agreement. If Buyer fails to give notice, the goods shall be deemed to conform, and Buyer shall be bound to accept and pay for the goods in accordance with the terms of the Agreement. Buyer expressly waives any rights he may have to revoke acceptance after such five (5) day period.

Warranties: Our guarantee warrants to the original Buyer that equipment manufactured by it will be free of defects in material and workmanship for a period of six months from the date of purchase. Should any failure be reported to www.texasblaster.com within said period, www.texasblaster.com will repair or replace for the original purchaser, free of charge any part or parts found to be defective in material or workmanship or both, upon examination.

The simplicity of a Texas Blaster encourages Buyers to maintain and repair their own units. If an item is to be submitted for repairs or replacement under this warranty, Buyers will be responsible for delivery both ways.

Failure by the Buyer to operate and maintain said equipment in a reasonable manner and indifference to specific recommendations of www.texasblaster.com shall render this warranty null and void. Modifications to the unit and use beyond intended purpose shall render this warranty null and void. www.texasblaster.com shall not be liable for any replacements, repairs, or adjustments to the equipment or any costs of labor performed by the purchaser without www.texasblaster.com prior written approval. The effects of erosion, corrosion, and normal wear and tear are specifically excluded from this warranty.

www.texasblaster.com makes no warranty or representation of any kind whatsoever, expressed or implied, except that of title. All implied warranties, including any warranty or merchantability and fitness for a particular purpose are hereby disclaimed. Liability for consequential and incidental damages under any and all warranties are excluded to the extent exclusion is permitted by law.

At its discretion, www.texasblaster.com reserves the right to extend the conditions of these warranties and services as it sees fit.

Limitation of Remedy: The cumulative liability of www.texasblaster.com (including that of its owners, operators, employees, and agents) arising from or in any way related to or connect with the goods sold hereunder, or this agreement, shall be limited exclusively to, at www.texasblaster.com sole option repair, replacement or purchase price refund of the products sold. In no event shall www.texasblaster.com be liable for any incidental, consequential or special damages of any kind or nature whatsoever, including but not limited to lost profits or anticipated profits arising from or in any way related to or connected with this agreement or goods sold hereunder, or from inability to use the

products, whether alleged to arise from purchase, installation, removal, repair, operation, use or breakdown of the products, express or implied warranty, or in tort, including without limitation, negligence, failure to warn or strict liability. The parties acknowledge and agree that the applicable purchase price for the products has been negotiated in consideration of their agreement to limit www.texasblaster.com liability as stated herein.

Safety Warning: Improper selection, improper use, or failure of www.texasblaster.com products can cause property damage, personal injury and/or death. Buyer assumes all responsibility for final selection of products and must determine appropriateness of buyer's use through buyer's own analysis and testing. Buyer further assumes all responsibility for assuring that all safety, warning, and performance requirements are met, including but not limited to providing proper isolation for users, safety shields and guards, protection of the products from liquids of any nature and volatile or flammable substances, and adequate warnings and instructions to users regarding safety considerations. Buyer indemnifies and holds www.texasblaster.com harmless from any claims whatsoever arising from damages, whether personal or property, arising from the use, misuse or failure of www.texasblaster.com products. Buyer will, at its sole cost, carry liability insurance adequate to protect Buyer and www.texasblaster.com against such claims.

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Linking to this Website: Buyer may link to our home page, provided Buyer does so in a way that is fair and legal and does not damage our reputation or take advantage of it, but Buyer must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. Buyer must not establish a link from any website that is not owned by Buyer. This Website must not be framed on any other site, nor may Buyer create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

Disclaimer as to ownership of trade marks, images of personalities and third party copyright: Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with www.texasblaster.com and the Buyer should not rely on the existence of such a connection or affiliation. Any trade marks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to www.texasblaster.com.

Indemnity: Buyers agrees to indemnify, defend and hold harmless www.texasblaster.com, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from Buyer's use this Website or Buyer's breach of the Terms of Service.

Variation: Texas Blaster's online store (www.texasblaster.com) shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

Invalidity: If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to the Buyer) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, Buyer agrees that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

Complaints: We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise. It is the responsibility of the Buyer to inform us of any complaints or comments.

Waiver: If Buyer breaches these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where Buyer breached these conditions.

Entire Agreement: The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between Buyer and www.texasblaster.com. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of www.texasblaster.com.

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